

AG Contract No. KR99 0703TRN  
ADOT ECS File: JPA 99-42  
Project: 089ACN355/H2741 01C  
Section: SR-89A

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 6 July, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF  
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and maintenance of a warranted traffic signal on State Route SR-89A at the intersection of Cornville Road/Mingus Avenue, at an estimated cost of \$174,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 23360  
Filed with the Secretary of State  
Date Filed: 07/06/99

Betsy Bayless  
Secretary of State

By Dick V. Haenecke

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate

b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for its proportionate share of any Project cost overruns, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$87,000 00.

d. Invoice the County for its 50 percent share of the Project, in an amount currently estimated at \$87,000 00

e. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance

### 2. The County will:

a. Review the design documents and provide comments.

b. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$87,000 00, and for its proportionate share of any Project cost overruns, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the County

c. Pay the State for the County 50 percent share of the cost of the signal Project, within 30 days after receipt of an invoice, in an amount currently estimated at \$87,000 00.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of pavement markings and loop detectors.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yavapai County  
County Engineer  
1100 Commerce Drive  
Prescott, AZ 86301

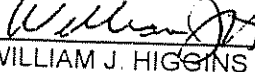
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY

STATE OF ARIZONA  
Department of Transportation

By   
CHIP DAVIS, Chairman  
Board of Supervisors

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

ATTEST

By   
BEV STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 15th day of April 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for constructing traffic signal improvements at SR-89A and Cornville Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



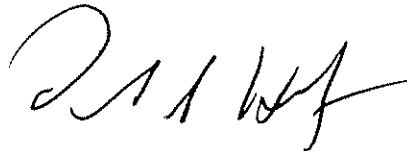
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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of May, 1999.

A handwritten signature in black ink, appearing to read "D. H. H. H.", is written over a horizontal line.

County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record:, MAY 17, 1999.

The entry in the said minutes:

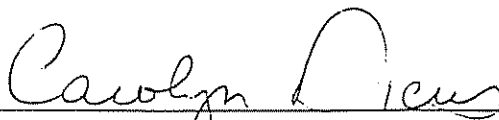
ITEM NO. 2           10:00 a.m.           Public Works Director Richard Straub ...

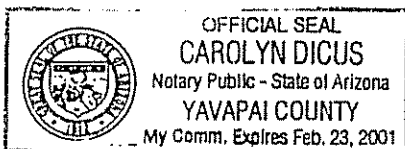
5.       Approve intergovernmental agreement between Arizona Department of Transportation and Yavapai County for design, construction and maintenance of warranted traffic signal on SR 89A at the intersection of Cornville Road/Mingus Avenue. **Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Feldmeier. No comments from the public.**

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me May 21, 1999

My Commission Expires:

  
Notary Public





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0703TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 29, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/75330

Enc.